

to keep and perform all the foregoing conditions, or to make said payments of purchase money or taxes as same becomes due, then, at the option of said first party, this contract shall be void and the payments shall be retained as rent for the use of said premises; or first party may declare the entire balance of purchase money due and payable at once; in either of which events first party shall recover immediate possession of premises. Notice of the election to exercise either of said options is hereby waived.

This contract shall extend to and be binding upon the heirs of the parties hereto.

In construing this instrument the words "first party" and "second party" wherever used, shall be held to mean the parties named in the preamble as parties hereto.

Executed and delivered this 1st day of Sept. A.D. 1922.

Arthur H. Craver.

State of Oklahoma )  
                              ) SS  
County of Tulsa )

Before me, the undersigned, a Notary Public, in and for said County and State on this 1st day of Sept. 1922, personally appeared Arthur H. Craver to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereto set my hand and affixed my notarial seal the day and year last above written.

My commission expires 4/10/1926

(SEAL) H. B. Hamilton, Notary Public.  
at 8:00 A.M.

Filed in Tulsa County, Okla. in Sept. 18, 1922, and duly recorded in book 428 - page 169.

By F. Delman, Deputy.

(SEAL) O. D. Lawson, County Clerk.

208912 - BH COMPARED

#### REAL ESTATE MORTGAGE

Know all men by these presents: That R. C. Laxton and Fern Laxton, his wife, of Tulsa County, Oklahoma, parties of the first part have mortgaged and hereby mortgage to J. B. Vaughan, Oak Park, Illinois, party of the second part, the following described real estate and premises situated in -- County, State of Oklahoma, to-wit:

South forty feet (40') of lots one (1) and two (2)  
Block six (6) Irving Place addition to the city of  
Tulsa

with all improvements thereon and appurtenances thereto belonging, and  
to the same.

This mortgage is given to secure the principal sum of \$20,000.00, and interest thereon at the rate of ten per cent per annum payable semi-annually from date according to the terms of one (1) certain promissory note, described as follows; to-wit: One note of \$2000.00 dated August 22nd, 1922, and due in three years.

Said first parties agree to insure the buildings on said premises for their reasonable value for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments on said premises before delinquent.

Said first parties further expressly agree that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose same as herein provided, the mortgagor will pay to the said mortgagee Two hundred dollars as attorney's or solicitor's fees therefor, in addition to all other statutory fees; said fee to be due and payable upon the filing of the petition for foreclosure and the same shall be a further charge and lien upon said premises described in this mortgage, and the amount thereon

RECEIVED BY THE COUNTY CLERK OF TULSA COUNTY, OKLA. THIS 18th DAY OF SEPTEMBER, 1922, FOR RECORDING. I HEREBY CERTIFY THAT I RECEIVED \$228.00 THEREFOR IN PAYMENT OF MORTGAGE FEES. W. L. DICKERSON, County Treasurer.